



**VIRGINIA DEPARTMENT OF  
ALCOHOLIC BEVERAGE CONTROL**

PURCHASING OFFICE  
2901 HERMITAGE ROAD  
P.O. BOX 27491  
RICHMOND, VA 23261-7491

# SEALED REQUEST FOR PROPOSALS (RFP)

RFP NUMBER	SP-602-14				
TITLE	FURNISH AND INSTALL IMAGING SCAN TUNNEL				
ISSUE DATE	FEBRUARY 11, 2014	PAGE	1	OF	32
PURCHASE OFFICER	D. SUE BALSINGER				
EMAIL ADDRESS	SUE.BALSINGER@ABC.VIRGINIA.GOV				
PHONE	804-213-4428	FAX	804-213-4429		

SET ASIDE	NO	
eVA	Mandatory	Note: All Offerors shall be eVA registered prior to the date and time set for receipt of proposals in response to this Request for Proposal.
SOLICITATION DUE DATE	<b>Sealed Proposals Will Be Received Until <u>March 4, 2014 @ 11:00 A.M.</u>, (Eastern Daylight Time (EDT)), For Furnishing The Goods and Services Described Herein.</b>	
SERVICE(S) LOCATION	Department of Alcoholic Beverage Control, Central Office Warehouse, 2901 Hermitage Road; Richmond, VA 23220  • ABC's firm delivery date is June 16, 2014. Invoice must also be received by June 16, 2014,  State your earliest firm delivery date: _____, 20____.	
PRE-PROPOSAL CONFERENCE & SITE VISIT	Optional	<b>An Optional Pre-Proposal Conference &amp; Site Visit will be held on <u>February 20, 2014 @ 11:00 a.m.</u> at ABC Central Office, 2901 Hermitage Rd, Richmond, VA 23220. Reference Section VII.</b>
PERIOD OF CONTRACT	<b><u>Date of Award through Approved Installation</u></b>	
PROPOSAL SUBMISSION	<ul style="list-style-type: none"> <li>Sealed Proposals will be received until <u>March 4, 2014 @ 11:00 A.M.</u>, (Eastern Daylight Time (EDT)), For Furnishing the Goods or Services Described Herein. Late proposals will not be accepted. If proposals are mailed, send directly to issuing agency shown above. If proposals are hand delivered, then deliver to the Department of Alcoholic Beverage Control, 2901 Hermitage Road, Central Office, Second Floor, Room 2059, Richmond, VA 23220. It is the responsibility of the OFFERORS (not the Agency) to ensure proposals are delivered to the <u>specified location</u> by the date and time noted above. To distinguish proposals from other mail, each envelope or package should be marked <u>PROPOSAL DOCUMENT</u>. It is the intent of the Purchasing Office to assist in recognition of these important documents. Faxed proposals will not be accepted.</li> <li>Proposals must be submitted on this form and the attached form(s), and must be signed in ink.</li> </ul>	
INQUIRIES	All inquires for information should be directed to the Purchase Officer above. All questions must be received on or before <u>February 24, 2014 no later than 4:00 P.M.</u>	
TERMS & CONDITIONS	This solicitation is subject to the provisions of the Commonwealth of Virginia General Terms and Conditions and any revisions thereto, which are hereby incorporated into this proposal in their entirety. Special Terms and Conditions attached shall also be part of your proposal.	

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

**OFFEROR INFORMATION**

Virginia Contractor License No. ☐ Required \_\_\_\_\_ ☒ Not Required

Name of firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address of firm: \_\_\_\_\_ ZIP: \_\_\_\_\_

By (signature in ink): \_\_\_\_\_

Name (print): \_\_\_\_\_ Title (print): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

SWaM no.: \_\_\_\_\_ eVA no.: \_\_\_\_\_ DUNS no.: \_\_\_\_\_

**This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment.**

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### NOTE TO PROSPECTIVE OFFERORS:

Please note the meaning of the following terms as used in this Request for Proposals (RFP):

- The term Offeror as referenced in this solicitation refers to the individual or firm preparing and submitting a proposal in response to this Request for Proposals. The term Contractor refers to an individual or firm that has entered into an agreement to provide goods or services to the Commonwealth. In addition, it also refers to a firm who, when awarded the contract, will be responsible for goods and services required, as a result of this solicitation.
- The terms “must”, “shall”, “should” and “may” are used to identify the criticality of the requirements. “Must” and “shall” identify “mandatory” requirements whose absence will have a major negative impact on the suitability of the Contractor to provide required services. Items labeled as “should” are highly desirable, although their absence will not have as large an impact. Items labeled “may” will be useful but are not necessary. You are requested to review the provisions of RFP Section IV.A.2.d to promote a clear understanding of these words as used in this document.

Any resulting agreement shall be defined by a written contract, which shall be binding only when fully executed by both parties.

I. **PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Offerors to establish a contract through competitive negotiations to provide and install a new imaging scan tunnel to include software. The Agency is requesting trade in for existing equipment and supplies these goods/services are for the Department of Alcoholic Beverage Control (ABC or the Agency) an agency of the Commonwealth of Virginia.

II. **BACKGROUND:**

ABC is a state agency that controls the sale, consumption and distribution of distilled spirits, assorted mixers, and Virginia wines throughout the state. The Distribution Center is located at 2901 Hermitage Road, Richmond, VA 23220.

Our current scan tunnel typically operates around 98% good read rate.

Our current laser scan tunnel consists of two top scan heads (Data Logic model DS6500-200-010 2) and two sides scan heads (Data Logic model DS6300-100-010 2). The two top scanners read our "License Plate" pick and ship label and the two side scanners read the manufacturers SCC code.

The current scan tunnel transmits its data to the host with a (single twisted shielded pair) RS485 full duplex single drop communication link to a Beckoff KL6021 Serial interface card. The replacement tunnel will need to report to the same card in the same format to avoid requiring programming changes to our Steeple Chase software. It will be the vendor's responsibility to determine the current format. ABC will provide, if requested, a copy of the current scanner configuration file and Genius software for purposes of determining requirements.

The offeror shall provide a solution for the new imaging scan tunnels that require the least amount of modification to existing conveyor and conveyor sensors. If this solution requires relocating cross over OSHA ladder that is located just downstream of weigh table conveyor, offeror must include this as part of the bid and is responsible for any expenses, to include; design, fabrication, materials and labor to relocate.

III. **STATEMENT OF NEEDS:** *(This section describes the services to be performed and/or goods to be provided by the Contractor.)*

Contractor shall furnish and install a new imaging scan tunnel with two spare scan heads for the ABC distribution centers conveyor system as per the following specifications:

The new scan tunnel must be capable of 5-sided scanning and capturing the "License Plate" (pick and ship label) and the manufacturers Shipping Container Code (SCC) from any of the 5 sides and should achieve a minimum 99.8% good read rate for cases scanned

The scan tunnel will need to operate in a warehouse subjected to temperatures ranging from 50 to 110 degrees Fahrenheit and various humidity levels. Additionally, they are operated in a dusty environment. The new scan tunnel and components must be capable of performing equally well throughout the range in temperature and humidity and with the dusty environment. All components mounted below conveyor belt level must be protected against liquid intrusion or damage from liquor bottles that may break while conveying.

ABC currently has no means to capture the information scanned, for diagnoses, when a "no read" (no container ID found) or "mis-match" between License Plate (container ID bar code) and SCC

code occur. The new scan tunnel system must capture and store information for all cases. ABC will use data for analysis. Data will be stored on a computer provided by ABC. Vendor will need to provide specifications for the computer needed (i.e. processor speed, bus speed, RAM, other software requirements required, hard drive storage space required, graphics processor speed, graphics memory, etc.). The computer will have Windows 7 64 bit operating system. Vendor will be responsible for supplying required software for data collection, storage and analysis. Vendor is also responsible for assisting ABC with the installation and setup of software on the data collection computer. Scan tunnel must communicate with computer using IP protocol over standard Ethernet for data collection. If software is client/server software that requires client software licenses to access through our network, one server and four client licenses must be included. The option to purchase additional license shall be available to the Agency if needed. Vendor must supply to ABC install media and install instructions.

This software must be capable of storing data for a minimum of the most recent 75,000 cases scanned. The data storage software must also be configurable to automatically purge old data as it needs room to store newer data on hard drive.

At a minimum, the following must be captured, logged and stored in a sortable, searchable database:

1. Images from top, left side & right side of each case. The solutions shall be able to determine if the bar codes from the stored images were read and what the code is that the system read for each read bar code (example: placing the mouse pointer over a code or highlighting it in the image and the system brings up the code it read).
2. Container ID codes
3. Store ID codes
4. SCC codes
5. Images and data must be sort able and searchable, minimal requirements
  - a. Chronologically ( date and time scanned )
  - b. By Container ID code, SCC code, Store ID code or any combination.
6. Which scan head reads the data?

**\*All measurements and specifications listed by ABC below are to be verified by offeror during pre-bid conference/site visit. Any miscalculation will be the responsibility of the offeror:**

Carton sizes: L x W x H

- Minimum Conveyable: 6.5" x 6.5" x 4"
- Maximum Conveyable: 23.25" x 16.5" x 19"

Throughput (based on expected average): 100 CPM (cartons per minute)

Cases will NOT be justified to a particular side of the conveyor.

Scan tunnel will need to be erected around our existing conveyor (which is a Mettler Toledo 9476 conveyor weigh table).

Conveyor Specifications:

- Belted conveyor
- Width: 24.0"
- Height: 38.0" top of belt to mezzanine deck
- Length: 48.0", scan tunnel may straddle downstream belt running at same speed but there is an OSHA ladder over conveyor downstream.

- Conveyor speed: 420 FPM
- 25.0" minimum gap between product

Clearance Restrictions:

- Top: 60"+
- Left side: 24"
- Right side: 24"

Label "License Plate" will be Black and White thermal ink on paper

- Code 128
- Container ID barcode is 8 numeric (i.e. 12345678); padded with 0's as needed
- Store ID barcode is 4 numeric (i.e. 1234); padded with 0's as needed
- 4" x 6" size label (not bar code)
- Orientation on carton - Random

SCC code is Interleaved 2 of 5 and printed on carton.

Scan system must have scan heads that can be replaced within thirty minutes or less, including any loading of parameters and any necessary calibration. Scan tunnel should utilize the same model heads in all positions to minimize amount of spare parts required on hand. If specialized tools needed this shall be disclosed if required for scan head replacements.

Spare parts: Two spare scan heads are required. At least one spare of all other critical components (that can fail electrically or mechanically and would disable the scan tunnel from performing its required function) must also be supplied. (i.e. specialized cables between heads or controllers, I/O boards, power supplies, lighting components, processors, mirrors, encoders, triggers, network components, etc.) Spare components and cabling that are for the sole purpose of the data collection terminal and not for the production output to our HMI do not need to be listed as part of the bid but should be listed separately as an option to purchase.

Scan tunnel will need to be installed over a weekend with a Monday 6:30 a.m. go live. Vendor will be expected to coordinate operational testing with ABC before Monday morning and be on site Monday morning for system start up at 6:30 a.m., for support. Vendor is responsible for removing all components of the current scan tunnel and structure that will not be used or needed. The tunnel and parts removed will remain the property of ABC unless traded in under this contract.

Vendor must be authorized by manufacture to sell, setup and perform warranty repairs on scan system. Vendor must have support technicians geographically located within 120 miles of our facility that are available to respond on site, as needed, within 3 hours of request by ABC. Vendor must provide a full 1 year warranty on Scan tunnel system and is responsible for all required preventative maintenance during the 1 year warranty period. Agency request pricing for year 2 of preventive maintenance, see Section IX.

The scan system components must be manufacturer's standard production models and have been sold and maintained by vendor for at least one year prior to this solicitation. Offeror must supply ABC a list of at least three other distribution centers, which we may contact for reference, where vendor has installed same scan head system.

Offeror is responsible for the training for up to three ABC technicians in the setup, repair and routine maintenance of the scan system.

Offeror must provide ABC with complete Parts, Service, Schematic and Wiring manuals (either electronic versions or hard copies) for scan system installed. If hard copies, two of each required.

Any software, tooling or diagnostic equipment required to perform setup, maintenance or repairs to scan system (excluding shop level repairs) will need to be provided to ABC as part of the contract.

As part of the solicitation we are asking for trade in values (please see Section IX for information)

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:** *(Information to be submitted by the Offeror in order to be considered for award.)*

A. **GENERAL INSTRUCTIONS:**

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and Three (3) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence

will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

## **B. SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that ABC's evaluation panel may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

- 1. The return of this complete RFP (all pages) signed and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP, see Attachment A.
- 3. A written narrative statement to include:
  - a. Experience in providing the goods/services described herein.
  - b. Names, qualifications and experience of personnel to be assigned to the project.
  - c. Resumes of staff to be assigned to the project.

4. Specific plans for providing the proposed goods/services including:
  - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
  - b. What, when and how the service will be performed.
  - c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
5. Proposed Price. Indicate in the pricing schedule, Section IX of the RFP.
6. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. (Reference Section X, paragraph L). Attachment E, if applicable.
7. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50. (Attachment D)
8. Proprietary/Confidential Information Summary Form, if applicable. ( Attachment C)
9. Subcontractor Approval Request Form, if applicable. (Attachment B)

V. **EVALUATION AND AWARD CRITERIA:** *(This defines the criteria ABC will use in determining the best suited proposal.)*

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by ABC's evaluation panel using the following criteria:

	<u>VALUE POINT</u>
1. Quality of equipment & software offered and suitability for intended purpose	30
2. Experience and qualifications of personnel in providing goods	30
3. Price	20
4. Small Business Subcontracting Plan	20
TOTAL	<hr/> 100

- B. **AWARD TO OTHER THAN THE HIGHEST RANKING OFFEROR(S):** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole



determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal(s) and shall award the contract to that offeror; however, the contract may be awarded to a reasonably ranked DMBE-certified small business offeror(s), that is other than the highest ranking offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. **REPORTING AND DELIVERY INSTRUCTIONS:** (*Deliverables required from the Contractor after award of contract.*)

The Contractor shall deliver all required reports and respond, electronically and/or in writing, to all inquiries from the ABC Contract Administrator or designee. The ABC Contract Administrator will be identified upon award.

Small Business Subcontracting Plan submission in accordance with Special Terms & Conditions, Paragraph L, if applicable.

VII. **OPTIONAL PRE-PROPOSAL CONFERENCE & SITE VISIT:** An optional pre-proposal conference & site visit will be held on February 20, 2014 11:00 A.M. at Virginia Department of A.B.C., Central Office located at 2901 Hermitage Road, Richmond, VA 23220. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. No one will be admitted after 11:15 a.m. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Site tours will be conducted following the mandatory pre-proposal conference. Please be advised that individuals attending the site tours will be required to go through security. All attendees must have a picture ID and dress in proper business attire. Offerors are requested to contact Sue Balsinger, Monday through Friday between 8:00 a.m. and 4:00 p.m. (EDT) at (804) 213-4428 or e-mail at [sue.balsinger@abc.virginia.gov](mailto:sue.balsinger@abc.virginia.gov) to notify ABC of their intent to attend the conference.

VIII. **METHOD OF PAYMENT:** The Contractor will be paid on the basis of invoices submitted. Payments will be made according to the Virginia Prompt Payment Act which is thirty (30) days after receipt of a proper invoice or receipt of goods or services whichever is later. The issuing agency will have the option of paying the Contractor in less than thirty (30) days if a discount is offered for expedient payment.

The Commonwealth of Virginia encourages contractors to accept electronic and charge card payments. The Commonwealth of Virginia Small Purchase Charge Card may be used as the method of payment at the discretion of the Agency if the contractor has an established Merchant Account/Agreement.

Invoices shall be submitted to the following address:

Attn: Accounts Payable  
Department of Alcoholic Beverage Control  
P.O. Box 27491  
Richmond, VA 23261

- IX. **PRICING SCHEDULE**: The Contractor agrees to provide the described goods and services herein based on the prices indicated below. Prices shall include all expenses, i.e., parking, meals, lodging, photocopying, airfare, mileage, communication cost, automobile rental, etc. Price calculations will be based on Imaging Scan Tunnel only. Trade In is requested not required.

Item	Description	Quantity	Unit	Cost	Total
1.	<b>Imaging Scan Tunnel</b>	<b>1</b>	Each	\$	\$
	<b>Total for #1</b>				\$
2.	<b>Trade In Value for Equipment (minus)</b>	<b>1</b>	<b>Lot</b>		-\$
3.	<b>Trade In Value for Spare Parts (minus)</b>	<b>1</b>	<b>Lot</b>		-\$
4.	<b>2<sup>nd</sup> Year Maintenance after Warranty</b>	<b>1</b>	<b>Yr</b>	\$	\$

As part of the solicitation we are asking for trade in values for the following.

**Existing scan tunnel equipment.**

Description/Part Number	Quantity	Trade In Value
Barcode Scanner DS6300-100-010 2 #931351010	2 ea	\$
Barcode Scanner DS6500-200-010 2 #931401003	2 ea	\$
Box, C-BOX-100 Barcode Scanner Connection #93ACC1510	4 ea	\$
Cable, CAB-6002 TO C-BOX100 2m #93A051200	1 ea	\$
Cable, CAB-6005 TO C-BOX100 5m #93A051210	1 ea	\$
Cable, CAB-6112 TO C-BOX100 2m #93A051224	1 ea	\$
Cable, CAB-6115 TO C-BOX100 #93A051225	1 ea	\$
Photoeye - Photoelectric for Datalogic scanners	2 ea	\$

#S50-PA-5-B01PP		
Power Supply, Datalogic Scanners PG6002 #93ACC1718	4 ea	\$

(Include this total above in Item #2) Total \$ \_\_\_\_\_

**Existing spare parts.**

Description/Part Number	Quantity	Trade In Value
Barcode Scanner DS6300-100-010 2 #931351010	1 each	\$
Barcode Scanner DS6500-200-010 2 #931401003	1 each	\$
Box, C-BOX-100 Barcode Scanner Connection#93ACC1510	1 each	\$
Cable, CAB-6002 TO C-BOX100 2m #93A051200	1 each	\$
Cable, CAB-6005 TO C-BOX100 5m #93A051210	1 each	\$
Cable, CAB-6112 TO C-BOX100 2m #93A051224	1 each	\$
Cable, CAB-6115 TO C-BOX100 #93A051225	1 each	\$
Photoeye - Photoelectric for Datalogic scanners#S50- PA-5-B01PP	2 each	\$
Power Supply, Datalogic Scanners PG6002 #93ACC1718	1 each	\$

(Include this total above in Item #3) Total \$ \_\_\_\_\_

Contractor to specify a percentage (%) discount off manufacturer's list price for parts purchased:  
\_\_\_\_\_ %

**X. SPECIAL TERMS AND CONDITIONS: (THIS SECTION CONTAINS DESIRABLE CONTRACTUAL TERMS AND CONDITIONS. THESE TERMS MAY BE NEGOTIATED. IF THE OFFEROR WISHES TO CHANGE ANY OF THE LANGUAGE OF THESE DESIRABLE TERMS, THE OFFEROR SHOULD IDENTIFY THE TERM/CONDITION TO BE CHANGED, EXPLAIN WHY THE CHANGE IS REQUIRED AND HOW THEY PROPOSE IT BE CHANGED. THE PROPOSED CHANGES SHOULD BE INCLUDED WITH THE OFFEROR'S RESPONSE TO THIS RFP.)**

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **DELIVERY NOTIFICATION:** The Agency shall be notified 3 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to :Tim Cross at 804-213-4611

- C. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- D. **CONTRACTOR PROPERTY DAMAGE:** The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work site.
- E. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in One (1) purchase order with the eVA transaction fee specified below assessed for each order.
- a. For orders issued July 1, 2011 thru June 30, 2014, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
  - b. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- F. **FINAL INSEPCION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners' representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- G. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror	Due Date	Time
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Street or Box Number \_\_\_\_\_ RFP No. \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ RFP Title \_\_\_\_\_

DMBE-certified Small Business No. \_\_\_\_\_

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

- H. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all approved subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- J. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- K. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- L. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- M. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- N. **SUBCONTRACTORS**: No portion of this contract shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency with the names, addresses, contact persons, qualifications, references, type(s) of work to be performed and experience of their proposed subcontractors for agency approval. The contractor shall, however remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- O. **NAME OF MANUFACTURER AND SHIPPING POINT**: Each offeror shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point.
- ITEM NUMBER(S): \_\_\_\_\_
- MANUFACTURER: \_\_\_\_\_
- ADDRESS: \_\_\_\_\_
- SHIPPING POINT: \_\_\_\_\_

- P. **WARRANTY**: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of One (1) year following date of delivery and installation. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- Q. **PRODUCT INFORMATION**: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- R. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

**ADDITIONAL SPECIAL TERMS:**

**DEFINITION - EQUIPMENT**: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

**DEFINITION - SOFTWARE**: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

**EXCESSIVE DOWNTIME**: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 2 consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within 2 days following the request for replacement.

**LATEST SOFTWARE VERSION**: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

**INSTALLATION**: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

**NEW EQUIPMENT:** Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.

**OPERATIONAL COMPONENTS:** Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.

**PRODUCT SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

**QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

**RENEWAL OF MAINTENANCE:** Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the category of the CPI-U section Information Technology, hardware and services of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

**REPAIR PARTS:** In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.

**SOURCE CODE:** In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

**SERVICE PERIOD (EXTENDED):** Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support, including state holidays. On-site response time shall be within 3 hours following initial notification. All necessary repairs or corrections shall be completed within 3 hours of the initial notification.



**SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

**TERM OF SOFTWARE LICENSE:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

**TITLE TO SOFTWARE:** By submitting a proposal, the offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

**WARRANTY AGAINST SHUTDOWN DEVICES:** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

**WARRANTY OF SOFTWARE:** The contractor warrants the operation of all software products for a period of 24 months from the date of acceptance. During the warranty period, the contractor shall provide hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within 24 hours of initial notification.

**YEAR 2000 COMPLIANT (AND ENABLEMENT) WARRANTY:** The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations. Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.

**INCLUDE THE FOLLOWING PARAGRAPH WHEN THE REQUIREMENT IS FOR A SYSTEM AND/OR CUSTOMIZED SOFTWARE WHICH WILL BE USED IN COMBINATION WITH AGENCY OWNED PRODUCT(S) OR SOURCE(S) OF DATA AND WHICH ARE IDENTIFIED IN THE SOLICITATION:**

The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

**NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means; (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts; (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*

## **XI. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of

the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor

does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure** to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
  - 1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all

instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- W. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited



by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru June 30,, 2014, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **INTENTIONALLY LEFT BLANK.**

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **ATTACHMENT A**

### **OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may have a negative impact on the suitability of proposed solution.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
4. **Vendor Information:**  
eVA Vendor ID or DUNS Number: \_\_\_\_\_
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  - B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  - C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_  
Email Address: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **ATTACHMENT B**

### VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL SUBCONTRACTOR APPROVAL REQUEST

No portion of the work (including materials) shall be subcontracted to another firm or individual **without prior written consent** of Virginia Department of Alcoholic Beverage Control (herein referred to as VABC). In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VABC with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract. **No subcontractor will be allowed to start work until VABC has received a copy of the subcontractor's Certificate of Insurance with the appropriate liability coverage. Certificate of Insurance should be sent to Virginia Department of Alcoholic Beverage Control at 2901 Hermitage Rd, Richmond, VA 23220.**

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

**FIRM OR INDIVIDUAL'S  
NAME & ADDRESS**

**CONTACT PERSON AND  
PHONE NUMBER**

**TYPE OF WORK TO BE  
PERFORMED**


#### **TYPE OF MATERIAL PROPOSED SUBCONTRACTOR WILL PROVIDE**


#### **QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR**


Please indicate which above proposed subcontractors are certified (with DMBE) as Small, Women Owned or Minority Businesses.

Company Name: \_\_\_\_\_

Certification Number: \_\_\_\_\_

#### **FOR VABC USE ONLY:**

The proposed subcontractor(s) listed above is/are approved and accepted under the terms and conditions of the contract requirements herein.

\_\_\_\_\_  
Signature of Authorized VABC Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**ATTACHMENT C**

**PROPRIETARY/CONFIDENTIAL INFORMATION  
SUMMARY FORM**

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

\*Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F.”

## **ATTACHMENT D**

### **State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

## **ATTACHMENT E**

### **Small Business Subcontracting Plan**

#### **Definitions**

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### **Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

#### **Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

<b>Small Business Name &amp; Address  DMBE Certificate #</b>	<b>Status if Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract</b>
<b>Totals \$</b>					